

Service Level Agreement

This Service Level Agreement (“Agreement”) made between Professional Software for Nurses, Inc. (“PSNI”) with its principal address at 4 Limbo Lane, Amherst, NH 03031 and the Customer (as defined below). This Agreement, including the attached Schedule(s), is effective on the date that both parties have signed this Agreement (the “Effective Date”).

WHEREAS PSNI is the exclusive licensee of **SNAP Health Center EHR Software** as further described in Schedule B hereof and has the full right and authority to further license the service (defined below) to Customer; and

WHEREAS PSNI desires to make the Service (defined below) available online as described in Schedule B, on the terms and subject to the conditions set forth herein; and

WHEREAS the Customer, as a licensee of the Service, desires to utilize the Service on the terms and conditions set forth in this Agreement.

1. Definitions. The following definitions (and additional definitions provided below) will apply:

1. “Activation Date” is defined in Section 24.1.
2. “Breach” means the handling of Customer Data without authorization, beyond the scope of authorization, or in a manner or to an extent that compromises Customer Data or violates applicable law. A Breach does not include the handling of Customer Data that is encrypted. A Breach also does not include (a) the unintended or good faith handling of Customer Data by an employee of PSNI related to providing Services to the Customer or (b) the disclosure of Customer Data by an employee of PSNI to another employee of PSNI, as long as the Customer Data is not otherwise further handled without authorization, beyond the scope of authorization, or in a manner or to an extent that compromises the Customer Data or violates applicable law.
3. “Customer” means the legal entity or individual that enters into this Agreement as described on the Signature Page.
4. “Customer Data” means data, information or material provided or submitted by Customer or any User to PSNI in the course of utilizing the Service. Customer Data specifically excludes De-Identified Data (as defined in Section 10.2.1).
5. “Customer Representative” means the Users designated by Customer as authorized to create User accounts, administer Customer’s use of the Service and otherwise represent Customer for the purpose of this Agreement.
6. “Pricing Schedule” means Schedule A to this Agreement.
7. “PSNI Content” means PSNI supplied text, audio, video, graphics and other information and data related to or available by means of the Service or on PSNI’s web site, including information and data created, developed, or structured by PSNI to store, save, evaluate, compare, or analyze Customer Data.
8. “Service” means PSNI’s online service as described in Schedule B and applicable documentation on PSNI’s web site.

9. "Term" means the term of this Agreement as specified in Section 24.
10. "User" means one of Customer's employees, representatives, consultants, contractors or agents and other persons expressly permitted by Customer in connection with Customer's business affairs who are authorized to use the Service and have been supplied User identifications and passwords by PSNI at Customer's request.

2. Customer Use of the Service

1. PSNI grants Customer a non-exclusive, non-transferable (except as expressly permitted in this Agreement) right to access and use the Service during the Term via the Internet under and subject to the terms of this Agreement. PSNI will host the Service. PSNI reserves the right to make changes and updates to the functionality and/or documentation of the Service from time to time.
2. Customer is permitted during the Term to store, print, and display the PSNI Content and to permit Users to access it only in connection with use of the Service. No other use of PSNI Content is permitted. Customer will maintain and will require its Users to maintain PSNI Content as Confidential Information (as defined below) of PSNI.

3. Number of Authorized Users

1. Customer is initially authorized to permit use by the number of Users listed in the Pricing Schedule. Customer, by its Customer Representative, may add to the number of Users by contacting PSNI customer support by email or phone. Customer will be bound by the instructions and authorizations provided by its Customer Representative.

4. Fees Generally

1. In consideration for the Service provided by PSNI to Customer, Customer agrees to pay PSNI the fees as set forth in the Pricing Schedule (Schedule A) or as PSNI and Customer otherwise agree in writing. In the event of a conflict between the Pricing Schedule and another document or writing with respect to the fees payable under this Agreement, the most-recent-in-time mutually agreed-upon writing (whether it is the Pricing Schedule or another writing) shall control, and such writing shall be incorporated herein by reference if it is a writing other than the Pricing Schedule.

5. User-Based Fees; Payment

1. Subject to the fee structure and calculations stated in the Pricing Schedule, license fees are due for the Service based on the number of billable Users. Customer shall pay PSNI the fees as set forth on the Pricing Schedule (the "Fees"). A User is considered billable if his or her account (with a username and password) is available for login and use at any time during the term. Customer agrees that charges will apply for all billable User accounts including those that have been inactive during the term.

PSNI will invoice annually for use of the Service at the beginning of the Initial Term (as defined in Section 24) and at the beginning of each Renewal Term (as defined in Section 24), if applicable. All invoices for any charges under this Agreement are due and payable within 15 days of invoice date and, at any rate, no later than August 31, of each year. Customer's account will be considered delinquent (in arrears) if payment in full is not received by the due date specified on the invoice. Amounts due are exclusive of all applicable taxes, levies, or duties, and Customer will be responsible for payment of all such

amounts. All amounts are payable in U.S. dollars. If Customer believes that any specific charge under this Agreement is incorrect, in order to obtain a credit, Customer must contact PSNI in writing within 30 days of invoice date setting forth the nature and amount of the requested correction; otherwise invoices are final.

6. Non-Payment

1. In addition to other applicable remedies, PSNI reserves the right to suspend and/or terminate Customer's access to the Service and/or terminate this Agreement, upon five days' email notice, if Customer's account becomes delinquent (falls into arrears).

7. Account Information Submitted to PSNI

1. Customer agrees to provide PSNI in writing with billing and contact information as PSNI may reasonably require, including Customer's legal company name, street address, email address, and name and telephone number of an authorized billing contact, as well as the name, User name and password of the Customer Representative. Customer is allowed one extra logon-name (substitute, temporary users) for every two purchased user licenses. Customer agrees to update this information promptly in writing to PSNI and in any case within 15 days, if there is any change.

8. Appropriate Use of the Service

1. While Users may be any persons that Customer authorizes to use the Service for its business, including, but not limited to, Customer's employees and contractors, Customer may not sublicense, resell or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without PSNI's prior written consent.
2. Customer's number of simultaneous users accessing the software at the same time is limited to the number of purchased user licenses.
3. Customer agrees not to submit to the Service any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third-party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively "Objectionable Matter"). Customer will be responsible to ensure that its Users do not submit any Objectionable Matter. In addition, PSNI may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the PSNI web site; Customer and Customer's Users will be bound by any such rules. PSNI reserves the right to remove any Customer Data that constitutes Objectionable Matter or violates any PSNI rules regarding appropriate use, but is not obligated to do so. Customer and Customer's Users will comply with all applicable laws regarding Customer Data, use of the Service and the PSNI Content, including laws involving private data and any applicable export controls. PSNI reserves the right to terminate this Agreement for cause in case the Customer materially breaches the provisions of this Section.
4. PSNI reserves the right to suspend or terminate immediately any Customer or User account or activity that is disrupting or causing harm to PSNI's computers, systems or infrastructure or to other parties, or is in violation of state or federal laws regarding "spam," including, without limitation, the CAN-SPAM Act of 2003. Any such spamming activity by Customer will be a material breach of this Agreement.

9. Passwords and Access

1. Customer is responsible for all activities that occur under Customer's User accounts. Customer is responsible for maintaining the security and confidentiality of all User usernames and passwords. Customer agrees to notify PSNI immediately of any unauthorized use of any Service username or password or account or any other known or suspected breach of security.

10. Customer Data

1. Ownership and Data Quality
 - i. All Customer Data submitted by Customer to PSNI, whether posted by Customer or by Users, will remain the sole property of, as applicable, Customer, such Users, and/or any applicable third-party providers.
 - ii. Customer shall bear sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of all Customer Data submitted to PSNI.
 - iii. Customer hereby represents, warrants, and covenants to PSNI that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by PSNI and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights or any privacy or other rights of any third party or violate any applicable Law.
2. PSNI Use Restrictions
 - i. Subject to the terms and conditions of this Agreement, PSNI may develop de-identified data from Customer Data and use such de-identified data ("De-identified Data") for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Further, PSNI agrees not to attempt to re-identify De-identified Data and not to disclose De-identified Data to any third party. De-identified Data will be used solely for PSNI's internal use. De-identified Data is specifically excluded from the definition of Customer Data.
 - ii. PSNI will not mine customer data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
 - iii. PSNI will not use Customer Data to advertise or market to students or their parents. PSNI will handle Customer Data only in accordance with this Agreement. In doing so, PSNI will handle only the minimum amount of such Customer Data necessary to perform Services and for other permitted purposes set forth herein, and PSNI shall not permit any person to handle such Customer Data if that person is not authorized to do so. PSNI may disclose such Customer Data to employees of PSNI only if necessary for PSNI to perform the Services or for such other permitted purposes.

11. Limited License to Customer Data

11.1 Subject to the terms and conditions of this Agreement, Customer grants to PSNI a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary to provide and maintain the Service.

12. PSNI's Ownership

12.1 PSNI and its suppliers retain all rights in the Service and PSNI Content, **including PSNI's information, data, and software structures related to storing, saving, evaluating, comparing, and analyzing data, including Customer Data, and all related means thereof.** This Agreement grants no ownership rights to Customer. No license is granted to Customer; Customer has a right to access and use the Service in accordance with this Agreement. The PSNI name, the PSNI logo, and the product names associated with the Service are trademarks and/or service marks of PSNI or third parties, and they may not be used without PSNI's prior written consent.

13. Security Measures

1. PSNI will use commercially reasonable security measures to protect Customer Data against unauthorized disclosure or use, as set forth herein. A copy of PSNI's security policies in effect from time to time shall be provided to the Customer at the Customer's request
2. PSNI will maintain physical, technological, and administrative safeguards protecting all Customer Data in compliance with applicable law.
3. PSNI shall handle Customer Data using only information systems and electronic devices (i) owned by PSNI, (ii) maintained in a secure facility controlled by PSNI in the United States, (iii) using up-to-date commercially reasonable software and security systems, including firewall, anti-virus, anti-malware, and anti-spyware software, (iv) with software and security systems that detect multiple failed attempts to log-on and disable the account being used to attempt to log-on, and (v) implementing unique strong usernames and passwords.
4. PSNI shall transmit Customer Data by email, file transfer protocol, or other means of digital, analog, or electronic transmission only if the entire transmission or the personal information contained therein is encrypted. PSNI shall transport Customer Data in electronic format only if the electronic device used for the transportation, or the Customer Data being transported, is encrypted. This Section 13.4 applies only to transmissions of Customer Data initiated by PSNI. Customer acknowledges that PSNI has no control over how other parties, including Customer, may choose to transmit data to PSNI.
5. PSNI shall store any Customer Data in hard copy format, during non-working hours, only in a locked filing cabinet or similar equipment or room at a secure facility controlled by PSNI in the United States. PSNI shall print or otherwise render or generate Customer Data in hard copy format only if and to the extent doing so is necessary to perform the Services.

6. PSNI shall not dispose of or destroy any Customer Data without express written authorization from the Customer. PSNI shall dispose of any Customer Data in hard copy format only in a manner that renders it essentially unreadable and indecipherable, such as by shredding, burning, or pulverizing.
7. PSNI shall conduct periodic assessments to determine what Customer Data PSNI has, whether PSNI is subject to any new, additional, or reoccurring risks to such Customer Data, and whether PSNI should implement any new or additional measures to mitigate such risks and, if so, the measures that PSNI should implement.
8. PSNI shall maintain a written data security policy and shall provide such policy to the Customer at the Customer's request.
9. PSNI shall maintain, and test periodically, an incident response plan and a commercially reasonable disaster recovery system and plan that includes the Customer Data.

14. Breach

PSNI shall notify the Customer of any known, suspected, or threatened, Breach of Customer Data within PSNI's possession, custody, or control without unreasonable delay, and in no event later than any deadline for such notification prescribed by applicable law, after PSNI's first receipt of information related to such Breach. At the time of such initial notification and continuing thereafter, PSNI shall fully disclose to the Customer any and all information that PSNI has or receives concerning such Breach, including the following types of information:

(a) names and all other information available about any and all persons affected by the Breach; (b) the nature and scope of any and all information compromised or potentially compromised in the Breach or as a result of the Breach; (c) timing, manner, and cause of the Breach; and (d) any and all acts taken in response to such Breach. PSNI shall provide the Customer with any and all assistance and cooperation reasonably requested by the Customer related to any Breach of Customer Data, and shall follow and comply with any and all reasonable requests made and instructions provided by the Customer related to such Breach. Except to the extent legally compelled, PSNI shall not disclose to any person, other than its attorneys and the Customer, any information related to any known, suspected, or threatened Breach of Customer Data without prior express authorization from the Customer.

15. Restrictions on Use of the Service

Customer may not alter, resell or sublicense the Service or provide it as a service bureau. Customer agrees not to reverse engineer the Service or its software or other technology. Customer will not use or access the Service to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Service, (iii) make derivative works based upon the Service or the PSNI Content or (iv) copy any features, functions or graphics of the Service or the PSNI Content. Customer will not "frame" or "mirror" the Service. Use, resale or exploitation of the Service and/or the PSNI Content except as expressly permitted in this Agreement is prohibited.

16. Privacy

1. PSNI's privacy policies, as in effect from time to time, can be accessed on PSNI's web site [www.cloud.snaphealthcenter.com]. PSNI reserves the right to modify its privacy and security policies from time to time in its business judgment and as it deems required for compliance with applicable law. The publicly-accessible privacy policies on PSNI's website are a general privacy policy and may be superseded by provisions of this Agreement. To the extent any conflict exists between this Agreement and such privacy policies, this Agreement shall prevail.
2. PSNI may, from time to time, contact Users (excluding students and their parents) who have logged on to the Service at least once in the 90 days preceding such communication, at the contact information stored in Users' profiles or otherwise supplied by Customer or Users (including as part of Customer Data), for the permissible purposes set forth below. Users will have the option to opt out of such communications. Such permissible purposes include:
 - i. Updates, alerts, reminders, and other information about events that may affect a User's use of the Service or otherwise related to the Service; and
 - ii. Advertising, marketing, promotional, and other informational material related to other products or services offered by PSNI or any of its partners or affiliates.

17. Warranty Regarding the Service

- a. PSNI warrants that the Service will perform in all material respects to the functionality as described in applicable online user documentation available as part of the Service via PSNI's web site.

18. Scheduled Maintenance; Service Level Commitment; Technical Support

1. PSNI will periodically schedule the complete or partial shutdown of the Service for maintenance, bug fixes, upgrades, or other reasons ("**Scheduled Maintenance**"). Scheduled Maintenance will be implemented in such a way as to minimally interrupt the use of and the access to the Service by Customer under this Agreement. PSNI shall provide Customer with email notice 48 hours in advance any Scheduled Maintenance that will disable the Service for more than three consecutive hours. PSNI may perform emergency maintenance services at any time during the Term of this Agreement without prior notice to Customer.
2. PSNI will provide access to the Service for Customer on a twenty-four hour a day, seven days a week (24x7) basis, except for Scheduled Maintenance and except for any downtime, delays, loss or interruption of hosting services which are caused by telecommunications or network service providers outside of PSNI's firewall, a Force Majeure Event (as defined in Section 30.6), or interruptions or failures caused by Customer or the equipment or facilities utilized by Customer. PSNI does not provide any guarantee of up time of the Service or refunds for any downtime of the Service.
3. During the Term, PSNI shall provide technical support to Customer for SNAP Health Center and all optional software hosted on PSNI servers. Telephone (toll free in U.S.) and email technical support available Mon through Fri from 7:30 AM - 6:00 PM Eastern Time excluding federal holidays

19. Additional Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service and that Customer's billing information is correct.

20. Professional Services

1. Customer may retain PSNI to perform professional services ("Professional Services") as the parties may agree upon in writing in the form of a work order or other writing ("Work Order"). PSNI will use reasonable efforts to carry out the Professional Services stated in the Work Order and to provide any resulting functionality in the Service made available online to Customer and Customer's Users. Except as the parties otherwise agree in a Work Order, Professional Services and the results thereof are made available "AS IS."
2. Unless otherwise agreed in writing in the Work Order, Professional Services are provided by PSNI on a time and materials basis at PSNI's then applicable rates and subject to such deposit or advance payment as PSNI may require. Maintenance and support of code or functionality created by means of Professional Services will likewise be on a Work Order basis under this Section unless otherwise agreed in writing. The code and functionality made or provided under this Section and all interests therein, including copyrights, will be PSNI's property. Access to the results of Professional Services will be available as part of the Service during the Term unless otherwise agreed in writing. The initial Work Order (if any) is attached as Schedule C. Unless otherwise agreed in a Work Order, PSNI may bill for Professional Services on a weekly or monthly basis, at its discretion.

21. Indemnification

1. PSNI will defend, indemnify, and hold Customer (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising from any third party claim, suit, action, or proceeding arising from: (i) the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the Service or PSNI Content (other than that due to Customer Data); provided, however, that PSNI will not provide indemnification if the Loss or Losses were caused by alteration of any Software, PSNI Content, or other component of the Service by anyone except PSNI, or use of Software, PSNI Content, or other component of the Service by anyone not authorized by PSNI, in combination with unauthorized software or other materials, or in a manner that does not comply with the applicable documentation; or (ii) PSNI's grossly negligent or intentional acts or omissions in its performance of this Agreement. Customer shall promptly notify PSNI of such a claim. In case of such a claim under Section 21.1(a), PSNI may, in its discretion, (a) procure a license that will protect Customer against such claim without cost to Customer, (b) replace the Service with a non-infringing Service, or (c) if PSNI deems such remedies not practicable, PSNI may terminate the Service and this Agreement without fault. **THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.**

2. Customer will defend, indemnify, and hold PSNI (and its officers, directors, employees and agents) harmless from and against all Losses arising out of or in connection with a claim, suit, action, or proceeding by a third party (i) alleging that the Customer Data or other data or information supplied by Customer infringes the intellectual property rights or other rights of a third party or has caused harm to a third party, (ii) arising out of breach of Sections 8 (Appropriate Use of the Service), 9 (Passwords and Access), or 10.1 (Customer Data) above, and (iii) Customer's grossly negligent or intentional acts or omissions, or criminal conduct.
3. Customer will defend, indemnify, and hold PSNI (and its officers, directors, employees and agents) harmless from any expense or cost arising from any third-party subpoena or compulsory legal order or process that seeks Customer Data and/or other Customer-related information or data, including, without limitation, prompt payment to PSNI of all costs (including attorneys' fees) incurred by PSNI as a result. In case of such subpoena or compulsory legal order or process, Customer also agrees to pay PSNI for its staff time in responding to such third-party subpoena or compulsory legal order or process at PSNI's then applicable hourly rates.
4. In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("Indemnitee") will provide the indemnifying party ("Indemnitor") prompt written notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this Section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability or subjects Indemnitee to restrictions on its business.

22. Disclaimers; Limitations of Liabilities

1. THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY PSNI. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTIONS 17, 18,19, AND 20 ABOVE, THE SERVICE AND PSNI CONTENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. PSNI DOES NOT WARRANT THAT USE OF THE SYSTEM WILL BE ERROR- FREE OR UNINTERRUPTED. PSNI IS NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY CUSTOMER OR USERS OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.
2. The Service may include gateways, links or other functionality that allows Customer and/or Users to access third party services ("Third Party Services") and/or third-party content and materials ("Third Party Materials"). PSNI does not supply and is not responsible for any Third-Party Services or Third-Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and/or terms of use. PSNI MAKES NO WARRANTY AS TO THIRD PARTY SERVICES OR THIRD-PARTY MATERIALS.
3. The parties expressly recognize that, although PSNI shall take commercially reasonable steps to prevent security breaches, it is impossible to maintain flawless security. PSNI shall

not be liable for any damage caused by unauthorized destruction, loss, interception, disclosure, or alteration of any Customer Data by unauthorized persons, unless such unauthorized destruction, loss, interception, disclosure, or alteration is caused by the gross negligence (or more culpable act or omission) of PSNI or its agents, representatives, officers, or employees. Except in the event of unauthorized destruction, loss, interception, disclosure, or alteration of Customer Data caused solely by the gross negligence (or more culpable act or omission) of PSNI or its agents, representatives, officers, or employees, Customer shall not make any claim against PSNI for lost data, re-run time, inaccurate input, or work delays resulting from Customer's use of the service.

4. EXCEPT AS OTHERWISE PROVIDED IN SECTION 22.6, BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
5. EXCEPT AS OTHERWISE PROVIDED IN SECTION 22.6, BELOW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PSNI ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL LICENSE FEES PAID TO PSNI UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. The exclusions and limitations in Sections 22.4 and 22.5, above, do not apply to: (i) Customer's payment obligations under this Agreement; (ii) Customer's breach of Sections 8 (Appropriate Use of the Service), 9 (Passwords and Access) or 10.1 (Customer Data); (iii) either party's indemnification obligations under Section 21, above; and (iv) PSNI's obligations resulting from its grossly negligent or more culpable act or omission, under Section 22.3, above.

23. Confidentiality

1. "Confidential Information" means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.
2. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a

confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.

3. Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for three (3) years after the termination or expiration of this Agreement.
4. Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.
5. In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

24. Term and Termination

1. The Term commences on the "Effective Date." The "Activation Date" will be the date that PSNI first makes the Service available to Customer to accept student demographic files and provides email or written notice of such availability to Customer.
2. The initial term of this Agreement ("Initial Term") will begin on the Effective Date and will end on August 31 of the calendar year following the Effective or Renewal date. This Agreement will automatically renew for successive one-year periods (each a "Renewal Term") beginning at the end of the Initial Term, unless Customer selects the Annual Reissue Required option on the signature page herein to opt-out of automatic renewal, or provides notice of termination not less than 60 days before the end of the Initial Term or current Renewal Term, as applicable. Applicable pricing, including annual minimum fees, will continue unchanged from the previous term unless PSNI notifies Customer of changes in pricing at least 30 days prior to the expiration of the Initial Term or current Renewal Term, as applicable. PSNI reserves the right to terminate this Agreement for convenience not less than one year's notice.
3. PSNI, in its sole discretion, may suspend or terminate Customer's username and password, account, or use of the Service and/or terminate this Agreement if Customer materially

breaches this Agreement and such breach has not been cured within 10 business days of notice of such breach.

4. In the event that this Agreement is terminated (for any reason), PSNI will, within 30 days of a Customer's request, make available export health records for each student in PDF or other common file type. The customer data will be made available for download for 30 days following the customer notice of availability, after that date the file and databases will be deleted from PSNI servers. An optional export database can be provided at Customer request for an additional per student per year charge. Customer agrees and acknowledges that PSNI has no obligation to retain and may delete Customer Data that remains in PSNI's possession or control more than 60 days after termination.
5. Any termination by Customer prior to the end of the Initial Term or any Renewal Term will not result in a refund of any fees or other pending charges.
6. The following provisions will survive termination: all definitions, Customer's accrued financial obligations, the license to Customer Data to the extent reasonable for PSNI's discharge of its post-termination obligations, and the following Sections and paragraphs: 1 (Definitions), 6.2 (Overdue Payments), 10.1 (Customer Data), 12 (PSNI's Ownership), 13 (Restrictions on Use of the Service), 21 (Indemnification), 22 (Disclaimers and Limitations), 23 (Confidentiality), 24.6 (Survival of Provisions), 26 (Notice), 28 (Governing Law, Jurisdiction; Venue); 29 (Non-Solicitation), and 30 (Miscellaneous).
7. Clients may request the following services upon termination (service fees apply):
 - i. Export database (MSSQL) for transfer of student data to another software program.
 - ii. PSNI to retain a copy (DVD) of the student data for a period of not more than 5 years.

25. Regulatory Compliance

Customer represents that it, or the school or educational institution or agency for which Customer is an employee or agent, receives funds from the United States Department of Education. PSNI represents and warrants that it will comply with the data security requirements of the Family Educational Rights and Privacy Act

26. Notice

("FERPA"). Customer further represents and warrants that it is not considered to be a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If Customer does not receive funds from the Department of Education and if Customer is considered a covered entity under HIPAA, then PSNI will be considered a "business associate" under HIPAA, be required to comply with HIPAA, and the parties will be required to enter into a business associate agreement pursuant to HIPAA.

PSNI may give notice by means of electronic mail to Customer's email address on record in Customer's account or by written communication sent by first class mail or by courier service to Customer's address on record in Customer's account. Such notice will be deemed to have been given upon the expiration of 36 hours after mailing (if sent by first class mail) or sending by

courier or 12 hours after sending (if sent by email), or, if earlier, when received. Customer may give notice to PSNI by email to info@promedsoftware.com. A party may, by giving notice, change its applicable address, email, or other contact information.

Customer shall designate a contact person within its organization who shall serve as PSNI's primary contact in the event of a Breach of Customer Data that requires notification to the Customer. Customer shall keep the name and contact information of such designated contact person up-to-date. In the event PSNI is unable to reach such designated contact person during a breach notification event, PSNI shall be deemed to have satisfied its breach notification obligations by providing such notification by any one of the methods of giving notice set forth in the first paragraph of this Section 26, above.

27. Assignment

This Agreement may not be assigned by Customer without the prior written approval of PSNI but may be assigned by PSNI with written notice to Customer to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of PSNI's assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This agreement may be enforced by and is binding on permitted successors and assigns.

28. Governing Law; Jurisdiction; Venue

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New Hampshire, without regard to conflict of laws principles. Each of the parties to this Agreement irrevocably consent to the jurisdiction of the courts of the State of New Hampshire and the United States District Court for the District of New Hampshire, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of their obligations hereunder or with respect to the transactions contemplated hereby. Each of the parties to this Agreement expressly agree to submit to the jurisdiction of such courts for the purposes of resolving any dispute between the parties and waive any and all objections they may have to venue in such courts.

29. Non-Solicitation

During the Term of this Agreement and for a period of one year thereafter, Customer will not, and will ensure that its affiliates will not, directly or indirectly: (i) solicit for employment or for performance of any services any person employed by PSNI or (ii) hire or engage for any services any person employed by PSNI.

30. Miscellaneous

1. *Severability.* If any of the provisions of this Agreement, or portions thereof, are declared under statute or applicable law to be invalid or unenforceable, it will be adjusted rather than voided, if possible, to achieve the intent of the parties. Otherwise, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining portions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable

provision as may be possible, legal, valid and enforceable, and if it is not possible to add such a provision, the parties agree to attempt to negotiate an amendment that carries out the economic intent of the provision(s) found invalid or unenforceable.

2. *No Agency.* No joint venture, partnership, employment, or agency relationship exists between Customer and PSNI as a result of this Agreement or use of the Service.
3. *No Waiver.* The failure of PSNI to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by PSNI in writing.
4. *Headings.* The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.
5. *Force Majeure.* Except for the Customer's payment obligations, if the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes. This Section does not relieve either party from any liability under this Agreement (or at law) from negligent or willful acts or failures by such party.
6. *Entire Agreement.* This Agreement, together with any applicable Schedules, comprises the entire agreement between Customer and PSNI and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.
7. *Acknowledgement.* By signing this Agreement, the parties to this Agreement acknowledge that they have read this Agreement, understand it, and intend to fulfill each and every promise. In addition, each party acknowledges that it has had the opportunity to have the Agreement reviewed by independent legal counsel prior to signing the Agreement, and each party's decision whether to sign this Agreement is its own voluntary decision and each party agrees to be bound by its terms and conditions.



Signed as a binding Agreement by the parties as of the Effective Date:

Professional Software for Nurses, Inc.:

By (Authorized Signatory): *Peter Redes* Date: 5/19/2022

Print Name: Peter Redes Title: Chief Executive Officer

Vestal Central School District

By (Authorized Signatory): _____ Date: 6/7/22

Print Name: J Dinno Nistico Title: President,
Board of Education

Street Address: Attn: Administration Building 201 Main St

City, State, Zip: Vestal, NY 13850-1599

Country: USA

Email Address for Contact: districtclerk@vestal.k12.ny.us

Annual Reissue Required. By signing below, Customer requests to opt-out of automatic renewal of the present Service Agreement and acknowledges that this Agreement will therefore terminate at the end of the Initial Term under Section 24.

By: _____

Printed Name: _____ Title: _____

Schedule A

SAMPLE Pricing Schedule

Software as a Service plan	
Service	Cost
New user Cloud setup	\$100 per user one-time fee
SNAP Health Center Software as a Services	\$800 per user paid annually or as per contract
Optional Services	
Immunization link (selected state registries)	\$50 per user paid annually
Medicaid Link (to selected third party billing companies)	\$50 per user paid annually
Health portal	\$0.50 per student paid annually

Prices subject to change with 30-day notice

Customer Licensed Software plan	
Service	Cost
New user Cloud setup	\$100 per user one-time fee
SNAP Health Center Cloud Services	\$225 per user paid annually
SNAP Health Center program maintenance & support	\$300 per user paid annually or as per contract
Optional Services	
Immunization link (selected state registries)	\$50 per user paid annually
Medicaid Link (to selected third party billing companies)	\$50 per user paid annually
Health portal	\$0.50 per student paid annually

Prices subject to change with 30 day notice

Schedule B Service

Description

1. Software as a Service plan

1. Internet access to SNAP Health Center software.
 - i. IHP software
 - ii. ISCAT software
2. Access to purchased optional software.
3. Storage and backup of Customer entered data.
4. Program updates
5. Telephone technical support
6. Importing of student demographic information for selected SIS's

2. Customer Licensed Software plan

7. Internet access to customer licensed SNAP Health Center software
8. Access to customer licensed optional software.
9. Storage and backup of Customer entered data.
10. Program updates
11. Telephone technical support
12. Importing of student demographic information for selected SIS's



Schedule C

Work Order for Professional Services

None